

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development

DATE: March 9, 2017

REQUESTED ACTION:

Approve contract for consulting engineering services, PWU Engineering

Consent Hearing County Manager

BACKGROUND

The Building Safety program does not have a structural engineer on staff to review engineered plans. As such, Community Development contracts with third party structural engineers.

COUNCIL POLICY IMPLICATIONS

There are no policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

This structural engineer is enrolled in our county database for consultants & engineers and has been approved per our consulting policies

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$40,000
Grant Fund Dollar Amount	

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Building Safety budgets for third party engineering consultants-contract modification. The \$40,000 falls within the existing budget authority for 2017/2018

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1011.000.588.558550.419.000000		\$40,000		\$40,000		\$40,000
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Fee revenue covers the cost of providing the third party consulting engineers-modification

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1011.000.588.558550.419.000000			\$40,000		\$40,000		\$40,000
00							
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$40,000		\$40,000		\$40,000
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

Account	
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Diana L. Hintz, OAIM
Building Safety Program



Marty Snell, Director
Community Development

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: 
Mark McCauley, County Manager

DATE: 3/27/17

CONTRACT

THIS AGREEMENT, entered this 1st day of January 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and PWU Engineering Inc. after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through a competitive process by the County for their expertise to provide structural engineering services

WHEREAS, Clark County does not have available staff nor the expertise to provide such services for the benefit of the of Clark County citizens;

NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County, and to perform those services more particularly set out in the attached proposal attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The contract shall be deemed effective beginning 01/01/2017 and ending 12/31/2017. Unless agreed to in advance, reproducible documents shall be delivered to the County on or within 30 days of receipt of plans.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:

*A. Fees paid Contractor shall be those fee schedules set forth in Exhibit "A."
The parties mutually agree that in no event shall the amount of billing exceed \$ 40,000 without prior written approval of the County.*

4. Termination. *The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.*

5. Independent Contractor. *The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.*

6. Indemnification Clause. *The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the*

purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Insurance: The Contractor shall also provide to Clark County proof of a professional errors and omissions insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence. It should be an occurrence based policy. If the policy is claims based, then Extended Reporting Period Coverage shall be purchased for three (3) years after the end of the contract.

The Contractor shall provide to Clark County a copy of commercial general liability insurance to protect against legal liability arising out of Contract activity. Such

insurance shall provide a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.

This insurance as well as all workers' compensation coverage for compliance with WAC 51 must cover Contractor's operations under this Contract, whether such operations are by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Contractor does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Contractor letterhead shall be submitted by the Contractor.

9. Contract Documents. Contract documents consist of this agreement and Exhibit "A," which consists of a Proposal for Professional Services and an attached fee Schedule. Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.

10. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

11. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. Governing Law. This agreement shall be governed by the laws of the State

of Washington. Venue for any litigation shall be Clark County, Washington.

13. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

14. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.


15. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

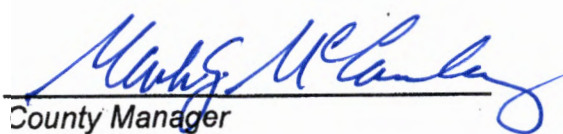
16. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

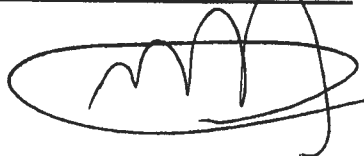
APPROVED AS TO FORM ONLY
Anthony F. Golik

Attorney


Deputy Civil Prosecutor


County Manager

PWD Engineering Inc.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

2/14/17



15220 NW Laidlaw Rd., Suite 295, Portland, OR 97229
Ph: 503 810-8309, Email: pwuengineering@comcast.net

Clark County Structural Plan Review Services

Submission Date: February 3, 2017

To:

Mr. Jim Muir, Building Official
Clark County, WA Jurisdiction

This proposal is valid for ninety (60) days after submission.

From:
Philip Wu, PE, SE, Principal, President
PWU Engineering Inc.
Email: pwuengineering@comcast.net

Firm Qualifications:

Registration

Licensed Engineering Company in Oregon, Washington, California, and Utah
Licensed Oregon Plans Examiners A, B, and C
Oregon Licensed Building Official
Oregon State Licensed SRB with BCD
Oregon State Certified Emerging Small Business and Minority Owned Business
ESB, MBE Certification Numbers 4355

Staff

Philip Wu, PE, SE, Plans Examiner A, B, C, Principal
Lynda Dowling-Wu, Partner/Office Manager
Stephanie Hyder, Cadd Drafter
Tim Seitz, EIT, Oregon State University Civil Engineering Graduate

Company Background

PWU Engineering Inc., is a rapidly growing full-service structural engineering firm with over 30 years of combined plan review experience. Philip Wu the founder has worked as a consulting engineer in California, Hawaii, Washington and Oregon. He has also worked for Washington County, OR as their structural plans examiner for seven years.

PWU provides conceptual structural design, structural analysis, detailing, production and construction services for a wide variety of buildings and bridges constructed of wood, concrete, masonry and steel. The seismic analysis and rehabilitation of buildings are also a specialty of the office.

Another area of expertise is in the performance of third party structural engineering review which our company has performed in the past for Washington County, Clackamas County, the City of Lake Oswego, the City of Sherwood, and the City of Cornelius in Oregon.

In both engineering design and review, our experience runs the gamut from projects from 250-million dollar developments such as the terminal expansion at Portland International airport in 1995 to small renovations for individual homeowners.

Phil's breadth of design and structural plans review experience allows unique insight into the project demands and operations of various jurisdictions. Phil is also the author of *The Lateral Design Companion*, a book on the new code and often lectures for Tri-County and ICC regularly. Phil also serves on several committees such as the SEAO Special Inspection Subcommittee that authored the new handbook to Special Inspections for the ICC. This unique insight provides PWU a distinct advantage in serving its clients more efficiently, ensuring that our projects run smoothly and cost-effectively.

Our fee for plan review will be based on the following formula for Structural Review:

Structural Engineering Plans Examiner	\$85.00 per hour
Administrative Staff	\$30.00 per hour

- a. Notification from the jurisdiction is usually carried out by email and will usually send out one of our staff to pick up the plans and documents on the same or next business day. Virtually all communications are done via email. We normally convert our plan check letters into unalterable pdf's to be distributed to all parties. The engineer is notified via email and often times during the plan check process by phone conversations. The jurisdiction is copied on all correspondences. All pertinent documents pertaining to the structural design and communication of that design intent will be thoroughly reviewed. Plans, specifications, and calculations will be examined for content and proper coordination of information.
- b. All documents will be reviewed to meet or exceed the code intent for the current adopted OSSC and the Springfield Municipal Code. Non-compliant items will be listed on a check sheet with appropriate code section references as applicable. Check letters will be forward to the Engineer of Record for resolution.
- c. Project plan review letters will go out within no later than (10) working days of obtaining the construction documents, and all non-compliance check letters will be copied to the appropriate City of Springfield staff.
- d. All plans will be reviewed within 10 working days as stated above.
- e. Lynda our administrative staff will pick up all plans from the City within 48 hours.
- f. The process is little different than if we were serving as an in-house engineer. We are never more than an email or phone call away and we will be available during construction for field change approval, field modifications, review of deferred submittals all the way up until occupancy is granted. Our office holds multiple registrations with the State of Oregon including PE, and SE licensure.

Additional Services:

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PWU Engineering also holds State of Oregon Fire and Life-Safety Plans Examination certifications and does perform non-structural plan review for our clients when the requested. We are highly involved with the State Building Codes Division on code interpretation and amending issues. We also provide seminars for jurisdictions on code education issues.

Additional Information:

PWU Engineering is also certified by the State of Oregon as a small emerging business and minority owned business. Our certification number is 4355. We are also certified as a SRB with BCD.